

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revell Inc.		04/30/2007	COMPANY: ILLINOIS

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank
Street Address:	230 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	1363578	REVELL
Registration Number:	652342	REVELL
Registration Number:	1136325	REVELL
Registration Number:	768144	MONOGRAM
Registration Number:	779589	MONOGRAM
Registration Number:	1057800	MONOGRAM
Registration Number:	921506	SNAPTITE
Registration Number:	2985915	SWAMP MONSTER
Registration Number:	2922512	REVELL MONOGRAM
Registration Number:	3058543	METAL BODY
Registration Number:	3014726	PRO MODELER
Registration Number:	3019418	SNAPTITE
Registration Number:	3061879	SNAPTITE
Registration Number:	3059872	THUNDER SQUADRON

OP \$1665.00 1363578

Registration Number:	3059873	THUNDER SQUADRON
Registration Number:	3088872	EASY KIT
Registration Number:	3058542	MONOGRAM MODEL RACING
Registration Number:	3099855	CALIFORNIA WHEELS
Registration Number:	3099856	CALIFORNIA WHEELS
Registration Number:	3105755	EASY KIT
Registration Number:	2919424	BAD MEDICINE
Registration Number:	2948884	BADMAN
Registration Number:	2919422	BEER WAGON
Registration Number:	2948882	BIG DUECE
Registration Number:	2948881	BIG T
Registration Number:	2967587	BOOT HILL EXPRESS
Registration Number:	2684113	DINGO
Registration Number:	2948880	GARBAGE TRUCK
Registration Number:	2948879	L'I'L COFFIN
Registration Number:	802615	L'I'L COFFIN
Registration Number:	2985767	ORANGE CRATE
Registration Number:	2948885	PADDY WAGON
Registration Number:	2948883	PREDICTA
Registration Number:	2919421	ROMMEL'S ROD
Registration Number:	2086973	PRO MODELER
Registration Number:	2919423	RED BARON
Registration Number:	2853174	WAVE WARRIOR
Registration Number:	2565808	4XFORCE
Registration Number:	2652254	ACE RATCHET
Registration Number:	2468456	ALL TERRAIN PAIN
Registration Number:	980964	COP OUT
Registration Number:	1547540	CREATIVE MASTERS LTD
Registration Number:	2656075	DOC
Registration Number:	1157476	KRUSHER
Registration Number:	2356255	PROFINISH
Registration Number:	1332353	QUADZILLA
Registration Number:	2518277	R.A.M.S. REBUILDABLE ACTION MODEL SYSTEM
Registration Number:	2523226	R.A.M.S. SQUAD
Registration Number:	1057799	SNAP TITE

Registration Number:	2688939	SPY SPORTSTER
Registration Number:	2493964	VICIOUS CYCLE
Registration Number:	3036316	STYLE STUDIO
Registration Number:	3036317	SS STYLE STUDIO
Registration Number:	3036315	SS STYLE STUDIO
Serial Number:	76647682	REVELL
Serial Number:	76663230	RM KUSTOM
Serial Number:	76663229	RM KUSTOM
Serial Number:	76640678	STYIE STUDIO
Serial Number:	76640677	STYIE STUDIO
Serial Number:	76663751	RPMZ
Serial Number:	76663750	RPMZ
Serial Number:	76663778	RPMZ REVELL PERFORMANCE MACHINES
Serial Number:	76663777	REVELL PERFORMANCE MACHINES
Serial Number:	76672921	RENWAL
Serial Number:	76672922	RENWAL
Serial Number:	76672923	RENWAL BLUEPRINT MODELS "BUILD THE FINEST"

CORRESPONDENCE DATA

Fax Number: (312)207-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-207-1000
Email: ipdocket-chi@reedsmith.com
Correspondent Name: Safia Khan, Reed Smith LLP
Address Line 1: 10 South Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	323124.00014
NAME OF SUBMITTER:	Safia Khan
Signature:	/Safia Khan/
Date:	06/21/2007

Total Attachments: 17
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated as of April 30, 2007, by and Revell Inc., an Illinois corporation (“**Grantor**”), and Wells Fargo Bank, National Association, in its capacity as administrative agent (“**Grantee**”) for the benefit of itself and all other financial institutions that from time to time become Lenders (together with Grantee, the “**Lenders**”) under the Existing Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Hobbico, Tower Hobbies, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico (“**Tower**”), Great Planes Model Manufacturing, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico (“**Great Planes**”), United Model, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico (“**United Model**” and together with Hobbico, Tower and Great Planes, the “**Borrowers**”) have previously entered into that certain Credit Agreement dated as of October 21, 2005 (the “**Existing Credit Agreement**”); and

WHEREAS, Grantor desires to acquire the assets of Revell Monogram, LLC (the “**Purchase**”) pursuant to that certain Asset Purchase Agreement dated as of April 24, 2007; and

WHEREAS, Grantor is a wholly owned subsidiary of Hobbico and will become a Borrower under the Credit Agreement (as defined below) pursuant to the First Amendment (as defined below) and will utilize funds available under the Credit Agreement to acquire and operate its assets, including the Trademark Collateral (as defined below); and

WHEREAS, Borrowers have requested the Grantee and Lenders consent to the Purchase and to Grantee becoming a Borrower under the Credit Agreement (as defined below) and amend certain provisions contained in the Existing Credit Agreement pursuant to that certain First Amendment of even date herewith among Borrowers, Agent and Lenders (the “**First Amendment**” and together with the Existing Credit Agreement, the “**Credit Agreement**”); and

WHEREAS, the Lenders have required as a condition, among others, to entering into the First Amendment, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations (as defined in the Pledge and Security Agreement of even date herewith made by Grantor in favor of Agent (the “**Pledge Agreement**”)), that Grantor execute and deliver this Agreement to Grantee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

2. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of the Lenders, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, internet domain names and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, internet domain names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, to the extent such rights are assignable pursuant to such trademark license agreements or service mark license agreement without invalidating such agreements, whether any Grantor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**," together with the Trademarks, the "**Trademark Collateral**").

Notwithstanding the foregoing, with respect to Grantor, the payment and performance of the Secured Obligations shall not be secured by (and the definition of Trademark Collateral is hereby limited to exclude): (a) any contract, license, permit or franchise where the third party to such agreement asserts (and it is determined that) such contract, license, permit or franchise validly prohibits the creation by Grantor of a security interest in such contract, license, permit or

franchise (or in any rights or property obtained by Grantor under such contract, license, permit or franchise), in which case the security granted hereunder in such contract, license, permit or franchise, shall be deemed not to have been granted, ab initio; or (b) any rights or property to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest therein; provided, however, that the provisions of this paragraph shall not prohibit the creation of a security interest under the Pledge and Security Agreement to the extent that Article 9 of the UCC is effective to permit the creation of such security interest notwithstanding the prohibitions referred to above; provided, further, that the provisions of this paragraph shall not prohibit the security interests created by the Pledge and Security Agreement from extending to the proceeds of such contract, license, permit, franchise or rights or property or to the monetary value of the good will and other General Intangibles of Grantor related thereto. Grantor represents and warrants to the Lenders that such Grantor does not have knowledge of any contract, license, permit, franchise, rights or properties of third parties that would prohibit the creation of a security interest therein.

4. New Trademarks and Licenses. Grantor hereby represents and warrants to Grantee that (i) Schedule A sets forth all of the Trademarks owned by such Grantor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by such Grantor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by such Grantor to any other Person in such Trademarks and Licenses. Grantor hereby agrees that if, prior to the termination of this Agreement, such Grantor shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) such Grantor shall promptly furnish written notice thereof to Grantee together with information sufficient to permit Grantee, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and/or B, as appropriate, and (iii) such Grantor shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Grantee may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and such Grantor hereby appoints Grantee, at all times during the continuance of a Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to such Grantor.

5. Royalties. Grantor hereby agrees that the use by Grantee of the Trademarks and Licenses as authorized hereunder shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Grantee to such Grantor.

6. Termination of Grantee's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Credit Agreement, this Agreement shall terminate. Following such termination, Grantee shall, upon the request of any Grantor, execute a written release confirming the termination and any and all other documents reasonably requested by such Grantor or the United States Patent

and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of Grantor. Grantor shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as such Grantor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of such Grantor's rights in the Registered Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with regard to registered trademarks or service marks with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use thereof.

8. Grantee's Right to Sue. After the occurrence and during the continuation of a Default or Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Grantee for all Costs incurred by Grantee in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between any Grantor and Grantee and no failure or delay on the part of Grantee to exercise, or delay in exercising, any right, power or privilege hereunder, under the Credit Agreement or under any other agreement, shall operate as a waiver of any of Grantees' rights, powers or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by Grantor and Grantee.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Grantee with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of a Default or Event of Default, Grantor hereby appoints Grantee and all Persons as Grantee may designate, in its sole and absolute discretion, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, to take any action and to execute any instrument which Grantee may deem necessary or advisable to accomplish the purposes of this Agreement. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Grantee, the Lenders and Grantor shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all

rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to Grantee, for the benefit of Grantee, the other Lenders and their respective nominees. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor. No Grantor shall assign its obligations hereunder without Grantee's prior written consent.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. **GOVERNING LAW; WAIVER OF JURY TRIAL.** THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS. GRANTOR AND GRANTEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. GRANTOR AND GRANTEE EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISIONS HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

15. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 13.1 of the Credit Agreement.

16. Duty of Grantee. Grantee shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Grantee. Without limiting the generality of the foregoing, Grantee shall not be under any obligation to take any action necessary to preserve

rights of any Grantor in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of such Grantor and added to the Secured Obligations secured hereby.

17. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes as of the ___ day of April, 2007.

GRANTOR:

Revell Inc.

By: Willard K. Muirhead
Name: Willard K Muirhead
Title: Secretary

ACKNOWLEDGED BY THE GRANTEE:

Wells Fargo Bank, National Association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes as of the ___ day of April, 2007.

GRANTOR:

Revell Inc.

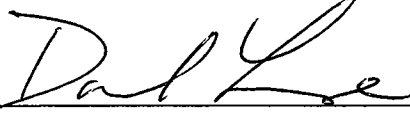
By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY THE GRANTEE:

Wells Fargo Bank, National Association

By:  _____

Name: Daniel Lange

Title: Senior Vice President

Schedule A
Revell Inc.
Schedule of Trademarks and Domain Names

TRADEMARKS

Country	Trademark	Reg. No.- Appln. No.	Reg. Date- Filing Date
Canada	DIGGER DAN'S	306342	08-30-85
Canada	CREATIVE MASTERS Ltd	362652	11/10/89
Canada	REVELL	111557	09-19-58
Canada	REVELL & Design	241421	03-21-95
Canada	MONOGRAM	139563	03-19-65
Canada	MONOGRAM	387960	08-23-91
Canada	MONOGRAM & Design	222661	08-26-77
Canada	SNAP TITE	197309	02-08-74
Canada	SNAPTITE & Design	419311	11-15-93
Europe/CTM	STYLE STUDIO	3661014	07-15-05
Europe/CTM	STYLE STUDIO & Design	3660751	05-23-05
Japan	SNAPTITE	1619404	09-29-93
Mexico	REVELL	82105	4-21-55
Mexico	REVELL& DESIGN	222906	9-17-78
Mexico	MONOGRAM	126744	7-29-65
Puerto Rico	REVELL	19754	11-7-75
United States	REVELL	1,363,578	10-01-85
United States	REVELL & Design	652,342	10-01-57
United States	REVELL & Design	1,136,325	05-27-80
United States	REVELL & Design	76-647,682	09-29-05
United States	MONOGRAM	768,144	04-14-64
United States	MONOGRAM	779,589	11-03-64
United States	MONOGRAM & Design	1,057,800	02-01-77

Country	Trademark	Reg. No.- Appln. No.	Reg. Date- Filing Date
United States	SNAPTITE	921,506	10-05-71
United States	SWAMP MONSTER	2,985,915	08-16-05
United States	REVELL MONOGRAM (and Design)	2,922,512	02-01-05
United States	METAL BODY & Design	3,058,543	02-14-06
United States	PRO MODELER	3,014,726	11-15-05
United States	SNAPTITE	3,019,418	11-29-05
United States	SNAPTITE & Design	3,061,879	02-28-06
United States	THUNDER SQUADRON	3,059,872	02-21-06
United States	THUNDER SQUADRON & Design	3,059,873	02-21-06
United States	EASY KIT	3,088,872	05-02-06
United States	MONOGRAM MODEL RACING & Design	3,058,542	02-14-06
United States	CALIFORNIA WHEELS	3,099,855	06-06-06
United States	CALIFORNIA WHEELS & Design	3,099,856	06-06-06
United States	EASYKIT & Design	3,105,755	06-20-06
United States	BAD MEDICINE	2,919,424	01-18-05
United States	BADMAN	2,948,884	05-10-05
United States	BEER WAGON	2,919,422	01-18-05
United States	BIG DEUCE	2,948,882	05-10-05
United States	BIG T	2,948,881	05-10-05
United States	BOOT HILL EXPRESS	2,967,587	07-12-05
United States	DINGO	2,684,113	02-04-03
United States	GARBAGE TRUCK	2,948,880	05-10-05
United States	LIL COFFIN	2,948,879	05-10-05
United States	LIL COFFIN	802,615	01-25-66
United States	ORANGE CRATE	2,985,767	08-16-05
United States	PADDY WAGON	2,948,885	05-10-05
United States	PREDICTA	2,948,883	05-10-05

Country	Trademark	Reg. No.- Appln. No.	Reg. Date- Filing Date
United States	ROMMELS ROD	2,919,421	01-18-05
United States	PRO MODELER & Design	2,086,973	08-12-97
United States	RED BARON	2,919,423	01-18-05
United States	WAVE WARRIOR	2,853,174	06-15-04
United States	4X FORCE	2,565,808	04-30-02
United States	ACE RATCHET	2,652,254	11-19-02
United States	ALL TERRAIN PAIN	2,468,456	07-10-01
United States	COP OUT	980,964	03-26-74
United States	CREATIVE MASTERS LTD	1,547,540	07-11-89
United States	DOC	2,656,075	12-30-02
United States	KRUSHER	1,157,476	06-09-81
United States	PROFINISH	2,356,255	06-06-00
United States	QUADZILLA	1,332,353	04-23-85
United States	R.A.M.S. REBUILDABLE ACTION MODEL SYSTEM	2,518,277	12-11-01
United States	R.A.M.S. SQUAD	2,523,226	12-25-01
United States	SNAPTITE & Design	1,057,799	02-01-77
United States	SPY SPORTSTER	2,688,939	02-18-03
United States	VICIOUS CYCLE	2,493,964	10-02-01
United States	RM KUSTOM Word Mark	76-663,230	07-18-06
United States	RM KUSTOM Logo	76-663,229	07-18-06
United States	STYLE STUDIO	3,036,316	12-27-05
United States	STYLE STUDIO and Design	3,036,317	12-27-05
United States	STYLE STUDIO and Design	3,036,315	12-27-05
United States	STY!E STUDIO and Design	76-640,678	06-13-05
United States	STY!E STUDIO	76-640,677	06-13-05
United States	RPMZ (Standard Character)	76-663,751	07-27-06
United States	RPMZ and Design	76-663,750	07-27-06

Country	Trademark	Reg. No.- Appl. No.	Reg. Date- Filing Date
United States	RPMZ and Design	76-663,778	7-27-06
United States	REVELL PERFORMANCE MACHINES	76-663,777	07-27-06
United States	RENWAL (Standard Character)	76-672,921	02-21-07
United States	RENWAL and Design	76-672,922	02-21-07
United States	RENWAL BLUEPRINT MODELS "BUILD THE FINEST" and Design	76-672,923	02-21-07

DOMAIN NAMES

Name	Owner
revell.com	Revell, 725 Landwehr Road, Northbrook, IL 60062 Expires: 07-27-11
revell-group.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 11-02-07
revell-monogram.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 03-09-10
revellmonogram.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 10-26-10
revellnothramerica.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 03-25-10
revellusa.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 03-25-10
stylestudio.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 08-08-08
therevellgroup.com	Revell Monogram, 725 Landwehr Rd.

Name	Owner
	Northbrook, IL 60062 Expires: 11-03-07
revellmonogramap.com	This domain name is available for registration
revell-monogram.cn	Unable to find to verify owner and status
stylestudio.de	Unable to find to verify owner and status

Schedule B

Revell Inc.

Licenses

TRADEMARKS/SERVICE MARKS that are licensed from Revell International, LLC pursuant to the Intellectual Property and Distribution Rights Agreement dated September 7, 2005 by and among Revell-Monogram, LLC, Revell-Monogram (Asia Pacific) Ltd. and Revell GMBH & Co. KG			
COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Argentina	Revell	1744021	11/3/1968
Argentina	Monogram & Design	2660978	4/3/2006
Australia	Revell	730838	3/26/1997
Australia	Revell & Design	321550	8/29/1978
Australia	Monogram	173543	5/7/1962
Australia	Monogram & Design	B295829	4/9/1976
Bolivia	Revell & Design	38109	10/9/1980
Brazil	Revell	2617994	12/29/1961
Brazil	Revell & Design	6953310	7/10/1979
Chile	Revell	390308	2/6/1972
China	Revell	768673	9/8/1995
China	Revell & Design	768674	9/28/1995
Colombia	Revell	70211	11/27/1969
Costa Rica	Revell	58413	1/26/1981
Costa Rica	Revell & Design	58412/31269	1/1/1981
Ecuador	Revell	5987-95	10/16/1990
Ecuador	Revell & Design	1469/80	12/8/1980
Ecuador	Revell	5987-95	10/16/1990
Ecuador	Revell & Design	1469/80	12/8/1980
Guatemala	Revell & Design	42960	5/3/1982
Hong Kong	Revell	685/1955	4/19/1955
Hong Kong	Revell & Design	B20/1985	8/24/1978
Hong Kong	Monogram	1402/1966	8/10/1966
India	Revell & Design	400841B	2/2/1983
Israel	Revell	40563	4/6/1975
Israel	Revell & Design	46476	8/31/1978
Japan	Revell	1365040	12/22/1978
Japan	Revell & Design	1520067	6/29/1982
Japan	Revell & Design	1602530	7/28/1983

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COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Japan	Monogram	574855	N/A
Japan	Monogram & Design	1971999	7/23/1987
Japan	Monogram & Design (Katakana Characters)	1667880	3/22/1984
Korea	Revell	295409	8/5/1994
Korea	Monogram	49896	8/18/1977
Korea	Monogram & Design	51719	12/18/1977
Lebanon	Revell	31367	4/26/1975
Malaysia	Revell	38957	12/6/1962
New Zealand	Revell	107877	4/9/1974
New Zealand	Revell & Design	124858	8/22/1978
New Zealand	Monogram	112706	4/29/1976
New Zealand	Monogram & Design	115276	4/29/1976
Nicaragua	Revell	11899	11/1/1980
Peru	Revell	78359	N/A
Peru	Revell & Design	34253	11/3/1980
Philippines	Revell & Design	34050	2/22/1985
Saudi Arabia	Revell	154/89	9/16/1986
Singapore	Revell	5/31928	12/6/1962
Singapore	Revell & Design	77181	8/24/1978
Singapore	Monogram	T66/397291	7/22/1966
South Africa	Revell	97/10014	7/3/1997
South Africa	Revell & Design	78/4197	8/28/1978
South Africa	Monogram & Design	65/2706	7/6/1965
South Africa	Monogram & Design	76/1762	4/6/1976
Taiwan	Revell	630791	2/1/1994
Taiwan	Monogram	81066	3/1/1976
Taiwan	Monogram & Design	85532	11/1/1976
Thailand	Revell	31205	5/9/1955
Thailand	Revell & Design	32637	7/10/1985
Uruguay	Revell & Design	312,462	4/26/1978
Venezuela	Revell	32096	5/15/1957
Venezuela	Revell	81060	2/20/1976
Venezuela	Revell & Design	106615	2/15/1984

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COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Canada	DER GRÜNE PUNKT & DESIGN	911037	
Canada	DER GRÜNE PUNKT & DESIGN	447166	1/09/1995
Canada	DER GRÜNE PUNKT & DESIGN	447167	1/09/1995
Canada	DER GRÜNE PUNKT & DESIGN	909231	7/5/1997
United States	DER GRÜNE PUNKT & DESIGN	2,013,156	5/11/1996
United States	DER GRÜNE PUNKT & DESIGN	2,013,155	5/11/1996
United States	DER GRÜNE PUNKT & DESIGN	2,212,057	12/22/1998
Mexico	DER GRÜNE PUNKT & DESIGN	516203	1/31/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511980	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	510151	11/24/1996
Mexico	DER GRÜNE PUNKT & DESIGN	514991	01/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	512586	12/11/1995
Mexico	DER GRÜNE PUNKT & DESIGN	519541	3/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	514990	1/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	531466	9/23/1996
Mexico	DER GRÜNE PUNKT & DESIGN	588661	9/30/1998
Mexico	DER GRÜNE PUNKT & DESIGN	511979	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511978	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	514989	1/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511026	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	516637	2/12/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511025	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	536451	11/22/1996
Mexico	DER GRÜNE PUNKT & DESIGN	510150	11/24/1995

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COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Mexico	DER GRÜNE PUNKT & DESIGN	598073	01/26/1999
Mexico	DER GRÜNE PUNKT & DESIGN	511024	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511023	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511022	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511977	11/30/1997
Mexico	DER GRÜNE PUNKT & DESIGN	511021	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	510690	11/27/1995
Mexico	DER GRÜNE PUNKT & DESIGN	588660	9/30/1998
Mexico	DER GRÜNE PUNKT & DESIGN	513002	12/13/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511020	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511976	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	515348	1/29/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511600	11/29/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511975	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511974	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	516514	2/9/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511019	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	558313	9/22/1997
Mexico	DER GRÜNE PUNKT & DESIGN	551018	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	551599	11/29/1995
Mexico	DER GRÜNE PUNKT & DESIGN	579168	6/26/1998